

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WASHINGTON STATE PATROL  
AND  
THE KING COUNTY SHERIFF'S OFFICE

**THIS MEMORANDUM OF UNDERSTANDING**, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the King County Sheriff's Office, hereinafter referred to as "KCSO."

**IT IS THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING (MOU)** is to provide a closer working relationship between WSP and KCSO at the KCSO's Regional Criminal Intelligence Unit located at the Regional Justice Center in Kent, Washington State.

**IT IS, THEREFORE, MUTUALLY AGREED THAT:**

**PROJECT SCOPE**

WSP shall provide a WSP detective to co-locate and work with the Regional Criminal Intelligence Unit. The WSP detective shall remain under the direction and control of WSP; any liability or claim of liability that arises out of the exercise or alleged exercise of authority by this detective is the responsibility of WSP.

WSP shall provide the WSP detective's salary, benefits, overtime pay, travel reimbursement, investigative expenses, training costs, long distance telephone costs, and vehicle/vehicle operating expenses. Likewise, WSP shall also provide the WSP detective's personal computer equipment, cellular telephone, pager and other necessary investigative equipment.

KSCO shall provide to the WSP detective a desk, telephone and workstation within the Regional Criminal Intelligence Unit.

All criminal intelligence information exchanged between WSP and KCSO under this MOU shall be compliant with law enforcement intelligence unit regulations and 28 CFR Part 23, if applicable. Criminal intelligence gained through joint efforts shall be considered the property of WSP and KCSO jointly.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this MOU shall commence January 1, 2002, and shall continue until December 31, 2004 unless terminated sooner as provided herein.

Prior to the end of the period of performance, both parties shall review this MOU and initiate an amendment to extend the period of performance of this MOU if necessary.

**GENERAL PROVISIONS**

WSP staff providing services under the terms of this MOU shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this MOU in a

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL  
AND THE KING COUNTY SHERIFF'S OFFICE (continued)**

manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this MOU shall be at the discretion of the Chief of WSP or designee.

**NONDISCRIMINATION**

In the performance of this MOU, both parties shall comply with state and federal nondiscrimination laws. Neither party shall discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and disabled status, or the presence of any sensory, mental, or physical handicap.

**RECORDS MAINTENANCE**

Both parties to this MOU shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this MOU for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

**MOU MANAGEMENT**

The work described herein shall be performed under the coordination of Sergeant Ray Green of KCSO, and Lieutenant Mark Couey of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

**HOLD HARMLESS**

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.

**MOU ALTERATIONS AND AMENDMENTS**

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**TERMINATION**

Except as otherwise provided in this MOU, either party may terminate this MOU upon thirty (30) days' written notification to the other party. If this MOU is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance prior to the effective date of termination.

**DISPUTES**

In the event that a dispute arises under this MOU, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. KCSO shall appoint one member to the Dispute Board. The Chief of WSP and KCSO shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL  
AND THE KING COUNTY SHERIFF'S OFFICE (continued)

ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. Special Terms and Conditions contained in the Statement of Work
3. General Terms and Conditions contained in this MOU
4. Any other provisions of the MOU, whether incorporated by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU.

State of Washington

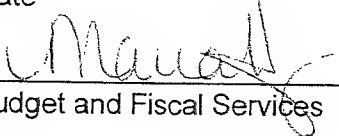
Washington State Patrol



Ronal W. Serpas, Chief

9/12/02

Date



Budget and Fiscal Services

9/11/02

Date

King County Sheriff's Office



David Reichert, Sheriff

8-21-02

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KENT  
AND KING COUNTY TO PROVIDE STAFF FOR THE  
KING COUNTY REGIONAL CRIMINAL INTELLIGENCE GROUP ("KCRCIG")**

WHEREAS, King County ("County") has organized the King County Regional Criminal Intelligence Group ("KCRCIG") in an effort to reduce crime and has requested the City of Kent ("City") to provide an officer to collaborate and work with KCRCIG as both agencies agree on the mutual benefits associated with this partnership,

NOW THEREFORE, the parties enter into the following Memorandum of Understanding:

1. OBJECTIVE. The objective of the KCRCIG is to gather intelligence regarding criminal activity and share such intelligence with surrounding jurisdictions.
2. CITY OFFICER PARTICIPATION. The City authorizes and agrees to provide an Officer to collaborate and work with the KCRCIG. During the Officer's term, the City shall retain direction and control over the Officer.
3. CONTROL OF DAILY OPERATIONS. The daily operations of the KCRCIG shall be controlled by a sergeant of the King County Sheriff's Office assigned to the KCRCIG for that purpose.
4. COST. The City shall remain responsible for all pay, benefits, overtime pay, travel reimbursement, investigative expenses, training costs, long distance telephone costs, and vehicle and related expenses for the Officer. The City will provide a vehicle, computer, printer, cellular telephone, pager and all other necessary investigative equipment. The City will provide a cellular telephone and computer that are compatible with those that are being utilized by the members of the KCRCIG. The County will provide the Officer with a desk, telephone, and work station within the KCRCIG. All issues surrounding the assigned Officer's wages, hours, and working conditions will remain as those covered by the Officer's labor contract with the City. Any costs associated with additional equipment, depreciation of that equipment, overhead costs, and financial reports of these transactions will be dealt with in a separate agreement, if the need ever arises.
5. LIABILITY. Each party shall be responsible for the wrongful or negligent actions of its employees while assigned to the KCRCIG. To that end, the City promises to hold harmless and indemnify the County from any loss, claim or liability arising from or out of the negligent or tortious actions of its Officer acting within the course and scope of his/her assigned duties with the KCRCIG. In turn, the County promises to hold harmless and indemnify the City from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of the County, its officers, officials, employees, agents and volunteers acting within the course and scope of their assigned duties with the KCRCIG. Such liability shall be apportioned among the parties or other defendants in accordance with the laws of the State of Washington.

Nothing in this hold harmless section shall be interpreted to constitute a waiver, by the City or by the County, of immunity that is available against claims under the industrial insurance

provisions of Title 51 RCW; PROVIDED, that such immunity will not diminish the City's or the County's responsibility to hold each other harmless as provided herein.

6. EXCHANGE OF INFORMATION. All criminal intelligence information exchanged between the Officer and the County shall be subject to the Third Party Rule and also comply with the Law Enforcement Intelligence Unit (LEIU) regulations and 28 CFR Part 23., if applicable. Criminal intelligence gathered through joint efforts shall be considered the property of the City and the County jointly. Information obtained by the KCRCIG shall not be disclosed unless the Sergeant in charge of the KCRCIG provides the Chief of Police of the City of Kent a semiannual report that includes the activity of the assigned City Officer. It is understood that this information will have to comply with the above rules and regulations concerning the release of information.


7. AMENDMENTS. This Memorandum may only be amended by written agreement between the City and County.

8. SEVERABILITY. If any section of this Memorandum is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

10. TERM AND TERMINATION. This Memorandum shall terminate on December 31, 2005, unless terminated sooner as provided herein. Either party may terminate this Memorandum without cause upon the giving of thirty (30) days written notice of the intent to terminate. This Memorandum may be extended for additional periods by written agreement of the parties.

11. EFFECTIVE DATE. This Memorandum shall be effective on the last date entered below.

**COUNTY:**  
**King County Sheriff's Office**

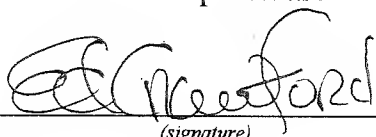
By:   
(signature)

Print Name: \_\_\_\_\_

Its \_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

**CITY:**  
**City of Kent Police Department**

By:   
(signature)

Print Name: Ed Crawford

Its Chief of Police  
(Title)

DATE: 2/16/04


## MEMORANDUM OF UNDERSTANDING

Between

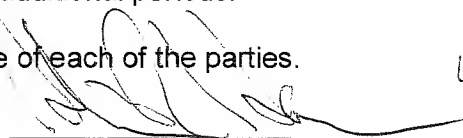
Redmond Police Department and the King County Sheriff's Office

### Terms of Agreement:

1. The intent of this agreement is for the Redmond Police Department (hereinafter "RPD") to provide a detective to collocate and work with the King County Regional Criminal Intelligence Group (hereinafter "KCRCIG"). As both agencies agree on the mutual benefits associated with this partnership, there are no on-going costs associated with providing this detective to the KCRCIG.
2. The detective will remain under the direction and control of the RPD. Any liability or claim of liability that arises out of the exercise or alleged exercise of authority by the detective acting within the course and scope of their assigned duties under this agreement is the responsibility of the RPD. No liability shall attach to the RPD or to the King County Sheriff's Office (hereinafter "KCSO") by reason of entering into this Memorandum of Understanding, except as provided herein.
3. The RPD will remain responsible for all pay, benefits, overtime pay, travel reimbursement, investigative expenses, training costs, long distance telephone costs, and vehicle and related expenses for the RPD detective. The RPD will provide a vehicle, computer, printer, cellular telephone, pager and all other necessary investigative equipment. The RPD will provide a cellular telephone and a computer that are compatible with those that are being utilized by the members of the KCRCIG.
4. The KCSO will provide the detective with a desk, telephone, and work station within the KCRCIG. All issues surrounding the assigned detective's wages, hours, and working conditions will remain as those covered by the employee's labor contract with the City of Redmond. Any costs associated with additional equipment, depreciation of that equipment, overhead costs, and financial reports of these transactions will be dealt with in a separate MOU or, if applicable, a contract, if the need ever arises for this.
5. All criminal intelligence information exchanged between the detective and the KCSO shall be subject to the Third Party Rule and also comply with Law Enforcement Intelligence Unit (LEIU) regulations and 28 CFR Part 23, if applicable. Criminal intelligence gathered through joint efforts shall be considered the property of the RPD and the KCSO jointly. The Sergeant in charge of the KCRCIG will provide the Chief of Police of Redmond a semiannual report that includes the activity of the assigned detective. It is understood that this information will have to comply with the above rules and regulations concerning the release of the information.
6. Term. This MOU will expire on December 31, 2005, unless terminated sooner as provided herein. Either party may terminate this MOU after giving thirty (30) days written notice. Upon written agreement, this MOU may be extended for additional periods.
7. This MOU is effective upon authorized signature of each of the parties.

  
David G. Reichert, Sheriff  
King County Sheriff's Office

1-20-04  
Date

  
Steven R. Harris, Chief  
Redmond Police Department

12-7-03  
Date

## MEMORANDUM OF UNDERSTANDING

Between the City of Kirkland and  
King County Regarding  
the Provision of a Kirkland Police Department  
Officer/Detective to Work with  
The King County Regional Criminal Intelligence Group

This Memorandum of Understanding ("the MOU") is entered into this 30<sup>th</sup> day of May, 2002, by and between the City of Kirkland ("the City") and the County of King ("The County"), for the purpose of providing an Officer/Detective from the Kirkland Police Department ("KPD") to work with the King County Regional Criminal Intelligence Group ("KCRCIG").

Whereas, the City and KPD would like to provide an Officer/Detective ("Officer") to work with the County's KCRCIG, and the County and the KCRCIG would like to have the officers so provided; and Whereas, because all parties will benefit from this assignment, there will be no charge to the County and the KCRCIG for the provision of this Officer. Now, therefore, the parties agree to the following terms as evidenced by their signatures below:

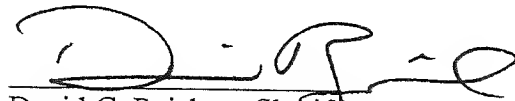
1. The Officer provided will remain under the direction and control of KPD. Any liability or claim of liability that arises out of the exercise or alleged exercise of authority by the Officer acting within the course and scope of their assigned duties under this agreement is the responsibility of the City. No liability shall attach to the City or the County by reason of entering into this MOU, except as provided herein.
2. KPD will remain responsible for all pay, benefits, overtime pay, travel reimbursement, investigative expenses, training costs, long distance telephone costs, and vehicle and related expenses for the Officer. KPD will provide a vehicle, computer, printer, cellular telephone, pager, and all other necessary investigative equipment for the Officer. The cellular telephone and computer provided will be compatible with those that are being utilized by the members of the KCRCIG.
3. The King County Sheriff's Office ("KCSO") will provide the Officer with a desk, telephone, and work station within the KCRCIG.
4. The Officer will remain a City employee and a member of his or her bargaining unit. Therefore, the Officer's wages, hours, working conditions, and other relevant employment conditions or standards are covered exclusively by the Officer's labor contract with the City, the City's Civil Service Commission, the Kirkland Municipal Code, and the policies of the City and KPD. The County, KCSO, or KCRCIG are further not authorized to impose discipline under this MOU. Nonetheless, KCSO and KCRCIG are authorized under this MOU to direct the activities of the Officer while he or she is working with the KCRCIG to the extent such direction does not conflict with any of the above conditions or standards or the orders given to the Officer by KPD.

5. In the event any costs associated with additional equipment, depreciation of that equipment, overhead costs, and financial reports of these transactions or any other matter becomes the subject of dispute or concern under this MOU, the parties agree that they will be dealt with reasonably and in a separate Memorandum, by modification as authorized herein or any other appropriate means.
6. All criminal intelligence information exchanged between the Officer and the KCSO or KCRCIG shall be subject to the Third Party Rule and also comply with Law Enforcement Intelligence Unit (LEIU) regulations and 28 CFR Part 23, if applicable. Criminal intelligence gathered through joint efforts shall be considered the property of KPD and the KCSO jointly. The Sergeant in charge of the KCRCIG will provide the KPD Chief of Police ("the Chief") a semiannual report that includes but is not limited to the activity of the assigned Officer during the report period in addition to any other reasonable information the Chief requests. It is understood that this information will have to comply with the above rules and regulations concerning the release of the information.
7. This MOU will terminate on 31 December 2003, unless terminated sooner as provided herein. Either party may terminate this agreement without cause after giving thirty (30) days written notice, which notice will be deemed given when mailed or delivered. Upon written agreement, the MOU may be extended for additional periods.
8. Each party shall defend, indemnify, and hold the other party, their officials, officers, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney's fees and costs, made against the other party which arise out of that party's performance under this MOU. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own officials, officers, employees, volunteers, and agents.

Solely for the purposes of this indemnification and only for the benefit of the parties to this agreement, it is specifically and expressly understood that the indemnification provided herein includes a waiver of any party's immunity under Industrial Insurance, Title 51 RCW, for claims brought by any employee of that party and an agreement to defend, indemnify, and hold harmless the other parties for all claims, injuries, damages, losses, or suits, including attorney's fees and costs, arising out of such employee's claims. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this MOU, or withdrawal, to the extent appropriate under the law.
9. This MOU constitutes the final and completely integrated agreement between the parties concerning its subject matter.
10. No modification of this MOU is valid unless evidenced in writing and signed by both parties. No verbal agreement may supersede, replace, or amend this Section.

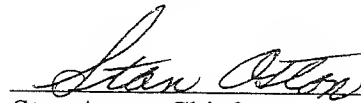


11. Neither party to this MOU shall transfer or assign any right or obligation hereunder without the prior written consent of the other party.
12. Should any part, term, or provision of this MOU be determined to be invalid, the remainder of this MOU shall not be affected, and shall continue in full force and effect.
13. This Memorandum is effective as of the date signed by both parties.



David G. Reichert, Sheriff  
King County Sheriff's Office

8-14-02  
Date



Stan Aston, Chief  
Kirkland Police Department

5-30-02  
Date